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May 31, 2018

**VIA ELECTRONIC FILING**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator  
1515 Clay St., Suite 801  
Oakland, CA 94612

Re: Renee Jordan

To whom it may concern:

This firm represents Renee Jordan in relation to her former employment with Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. This letter serves to provide written notice to the LWDA, Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc., pursuant to California Labor Code section 2699.3, regarding the following violations, and facts and theories supporting those violations, on Ms. Jordan's behalf and, as a proxy for the LWDA, on behalf of other employees of Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc., LLC in California, current and former.

Ms. Jordan was jointly employed as an Amazon Flex driver for Amazon Logistics, Inc., Amazon.com LLC, and/or Amazon.com, Inc. from approximately May 2017 to April 4, 2018, at a purported pay rate of approximately \$20 per hour. She was often paid at a higher surge rate for some of her shifts. During her employment, she reported to three different warehouses/offices located in the following cities in California: San Leandro, South San Francisco, and Richmond. Her job duties included delivering packages with her vehicle.

Although Ms. Jordan was an employee, Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. willfully misclassified her and other aggrieved employees as independent contractors. Ms. Jordan (A) was not free from the control and direction of her employer in connection with the performance of the work, both under the contract for the performance of such work and in fact; (b) Ms. Jordan did not perform work outside the usual course of her employer's business; and (c) Ms. Jordan was not customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for her employer. As further evidence of an employment relationship, Ms. Jordan's employer terminated her employment.

Ms. Jordan was not free from the control and direction of her employer. She was required to use an Amazon Flex mobile application to perform her duties as the application provided her with detailed driving instructions. She was also required to submit pictures via mobile application documenting many of her deliveries. Ms. Jordan's employer informed Ms. Jordan of available shifts or blocks (e.g., 2 hours, 3 hours, 3.5 hours, and 4 hours), the specific time of each block/shift, and the specific office to pick up packages via a mobile application. After Ms. Jordan signed up for a shift via the mobile application, Ms. Jordan drove to her employer's office or warehouse to pick up packages. From there, Ms. Jordan waited in line until an employee of Amazon Logistics, Inc., Amazon.com LLC, and/or Amazon.com, Inc. scanned the barcodes for each of her packages. Ms. Jordan received driving route instructions from the Amazon mobile application. At the end of her shift, she had to report back to the office to return all undelivered packages. She also had to wait in a line until an employee scanned the barcodes of all undelivered items before she could leave. On a regular basis, Ms. Jordan's shifts exceeded the assigned time listed in her shift/block. For example, if she signed up for a three-and-a-half hour shift, she regularly worked between 4 and 5 hours. Instead of getting paid for all time worked, she was paid only for the three-and-a-half hour shift. Because Ms. Jordan's employer failed to compensate her for all time worked, it failed to pay her and other aggrieved employees with all wages earned.

By willfully misclassifying Ms. Jordan as an independent contractor, Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. violated Labor Code section 226.8. Because of the misclassification, Ms. Jordan's employer failed to provide Ms. Jordan with rest and meal breaks as required by California Labor Code § 512 and the applicable wage order. She regularly worked longer than her scheduled shifts as she had a large volume of packages to deliver and her employer's policy of requiring all employees to return all undelivered packages to them. As a result of her employer not paying her with premium pay, Ms. Jordan's employer failed to pay her all wages due following each pay period, in violation of California Labor Code Section 204. These violations were committed against former and other current employees of Ms. Jordan's employer in California and within the last year.

Although Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. required Ms. Jordan to use her cell phone and personal vehicle as part of her duties, Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. failed to reimburse Ms. Jordan for the use of her personal cell phone and travel expenses in violation of Labor Code § 2802. Because Ms. Jordan's employer failed to reimburse her for all reasonable expenditures, her employer violated Labor Code § 2802.

During her employment, Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. failed to issue her wage statements in violation of California Labor Code § 226(a)(1-9). Her employer generally emailed her a boiler point email informing her of gross wages that she

earned. Even if the email was a wage statement, which it was not, the email did not accurately show the gross wages earned and the net wages earned as Ms. Jordan was not paid the premium pay for all missed meal and rest breaks, she was not paid for all hours worked, her employer failed to deduct taxes from her wages as it misclassified her as an independent contractor, and her employer failed to compensate her for all reasonable expenditures. Moreover, the email failed to list her total hours worked, the name and address of her employer, the pay period dates, all deductions, "the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number", and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." CAL. LAB. CODE § 226(a). Ms. Jordan on behalf of herself and other aggrieved parties seek penalties.

On or around March 20, 2018, Ms. Jordan signed up for a three-and-a-half-hour block/shift at a surge rate. When she arrived at the warehouse, she was told that there were no available three-and-a-half-hour block/shifts. The staff offered her a four-hour block at a surge rate or at a higher rate. Ms. Jordan accepted the offer and worked the four-hour block at the surge rate.

When Ms. Jordan checked her earnings on the mobile application, she noticed that she was not paid for a four-hour block/shift at the surge rate.

On or around March 21, 2018, Ms. Jordan filed a complaint against Amazon Logistics, Inc., Amazon.com LLC, and/or Amazon.com via the Amazon mobile application. In her complaint, she alleged that she was not paid four hours at the surge rate for her shift on March 20, 2018. In response on March 21, 2018, an employee named Mohammed A. stated the following to Ms. Jordan via email:

Hello,

I'm following up on your question about your earnings. I have investigated your account and our records indicate that you received payment for the following block(s):

\$86.50 for a block of time on 03/20/2018 from 02:30 PM to 06:00 PM

This is accurately reflected in the "Earnings" section of the Amazon Flex app.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards, Mohammed A.

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The Amazon Flex Team

On March 21, 2018, Ms. Jordan responded via email stating the following:

Yes...that is what I initially explained. I originally accepted a 3.5 hr block for a rate of \$86.50 to be paid for that block. When I arrived to the station, an associate explained that the 3.5 hr packages were not ready and she asked if I would like to change my route to 4 hours. I explained that I accepted [*sic*] tge 3.5hr block at a surge rate of \$86.50. The associate then explained that if I took the 4 hr block they would make sure I am paid the surge rate which was either \$99 or \$102 for that day. Please adjust my earnings accordingly please. Thanks.

In response on March 21, 2018, an employee named Monisha P. stated the following to Ms. Jordan via email:

Hello,

I'm following up on your question about your earnings.

I've investigated your account.

You will always earn the minimum amount shown in the Amazon Flex app when accepting a block even if you finish in less than the expected time or take longer.

Each time you accept a block, the rate indicated in the app will be the minimum you receive for that block. Increased rates are not applicable to previously accepted blocks.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards, Monisha P.

The Amazon Flex Team

In response, Ms. Jordan stated the following to her employer via email on March 21, 2018:

So...Amazon needs to inform Amazon warehouse associates, ambassadors, supervisors and all logistic staff that they don't have the authority to change independent contractors pay for a changed route. If I would have known that I would not be compensated (as promised by an Amazon representative) the increased rate for the 4 hour route, I would have waited for my 3.5 hour

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route/block that I accepted for a minimum rate of \$86.50. I am not trying to get over, I am only wanting what was promised and informed I would receive. Why would I take a 4 hour job for \$86 when I could work 30 minutes less for the same amount??? Working with Flex is great, especially with my schedule as a single mother; the app has issues sometimes but even that is ok. It's just disappointing and not fair when it comes to compensation with Amazon; have had too many discrepancies, and I'm sure I'm not the only one but....please send a memo to your logistics team from sort up to Supervisors regarding this so no one else is cheated. Thanks!

On March 22, 2018, an employee named Mohammed Q. emailed Ms. Jordan the following:

Hello,

I'm following up on your question about your earnings.

I've investigated your account.

You will always earn the minimum amount shown in the Amazon Flex app when accepting a block even if you finish in less than the expected time or take longer.

Each time you accept a block, the rate indicated in the app will be the minimum you receive for that block. Increased rates are not applicable to previously accepted blocks.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards, Mohammed Q.  
The Amazon Flex Team

On or around March 21, 2018, Ms. Jordan's employer sent her an email indicating that her "Reliability Rate" was 100%, her "Delivery Attempt Rate" was 100%, her "Delivery Success Rate" was 95%, and her "On-Time Delivery/Attempt Rate" was 100% for the period between March 11, 2018 to March 17, 2018.

On or around March 28, 2018, Ms. Jordan's employer sent her an email indicating that her "Reliability Rate" was 100%, her "Delivery Attempt Rate" was 100%, her "Delivery Success Rate" was 97%, and her "On-Time Delivery/Attempt Rate" was 100% for the period between March 18, 2018 to March 24, 2018.

On or around April 4, 2018, Ms. Jordan's employer fired her via email. Her employer stated the following:

Our records indicate you have been consistently been far less successful than the average Delivery Partner in completing the deliveries you are assigned.

As a result of this consistent issue, we are terminating our agreement with you. Your account has been deactivated and you will no longer be able to sign into the Amazon Flex app.

Thus, Ms. Jordan's employer retaliated against her for complaining of unpaid wages by terminating her employment in violation of Labor Code §§ 98.6, 232.5, and 1102.5. These violations were committed against former and other current employees of Ms. Jordan's employer in California and within the last year.

In addition, when Ms. Jordan's employment was wrongfully terminated, she was not paid on her last day of employment as required by Labor Code §§ 201 & 202. To date, Ms. Jordan has not received premium pay and all other wages earned during her employment. Accordingly, Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. are liable for waiting time penalties pursuant to Labor Code § 203.

Ms. Jordan's employer also had a practice, procedure, and policy of not offering any paid sick time to Ms. Jordan and other California employees in violation of California Labor Code § 246.

In addition, Ms. Jordan's employer failed to maintain payroll records for three years on file for at least three years at the place of Ms. Jordan's employment or at a central location within the State of California in violation of California Labor Code § 226. In addition, Ms. Jordan's employer failed to maintain records for three years documenting the hours worked and paid sick days accrued by Ms. Jordan as required by Labor Code § 247.5.

In accordance with Labor Code section 2699.3, this letter shall serve as Ms. Jordan's written notice to the LWDA and Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc., regarding these violations, on her behalf and on behalf of current and other former employees of Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc. in California.

If the LWDA believes that it needs additional information to investigate these claims, please contact me immediately to request that information, which I will readily provide to the extent it is available to me or my client.

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If the LWDA does not intend to investigate these violations, Ms. Jordan intends to file a civil complaint against Amazon Logistics, Inc., Amazon.com LLC, and Amazon.com, Inc., LLC pursuant to the Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of other aggrieved employees, current and former. Thank you for your attention to this matter.

Very truly yours,

Burton Employment Law

By  \_\_\_\_\_  
Scott Nakama

Enclosures

cc: Amazon Logistics, Inc.

cc: Amazon.com LLC

cc: Amazon.com, Inc.